

St. Ansgar CSD St. Ansgar EA

7/1/2005 6/30/2008

ST. ANSGAR
COMMUNITY SCHOOLS
St. Ansgar, Iowa 50472

PROFESSIONAL
EMPLOYEE CONTRACT
2005-2008
PENDING THREE-YEAR AGREEMENT

"THE ST. ANSGAR SCHOOLS IS AN EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION
EDUCATION AGENCY"

QUALITY EDUCATION
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ARTICLE I

A. Unit

The Board of Directors of the St. Ansgar Community School District, hereinafter referred to as the "Board", recognizes the St. Ansgar Education Association, hereinafter referred to as the "Association", as the sole and exclusive negotiating agent as set forth in PERA Case 329 for all full-time and regular part-time professional employees including but not limited to classroom teachers, guidance counselors, librarians, department chairpersons, athletic director, and nurses, hereinafter referred to as employees; except the Superintendent, Building Principals, all non-professional employees and other employees excluded by Section 4 of the Act.

B. Definitions

1. The term "Board", as used in this agreement shall mean the Board of Education of the St. Ansgar School District or its duly authorized representatives.
2. The term "employees", as used in this agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association", as used in this agreement, shall mean the St. Ansgar Education Association or its duly authorized representative or agents.

ARTICLE II

GRIEVANCE PROCEDURES

A. Definitions

1. A "Grievance" shall mean a complaint by an aggrieved party that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this agreement.
2. A grievance to be considered under this procedure must be initiated by the teacher within ten (10) school days from the date of the occurrence of the event-giving rise to the grievance.
3. A grievance if processed by the Association, to be considered under this procedure must be filed within ten (10) school days from the date of the occurrence of the event giving rise to the grievance.
4. An aggrieved party is the employee or employees or the Association making the complaint.

B. Procedure

1. Time Limits

- a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- b. It is understood that the grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the board until such grievance and any effect thereof have been fully determined.

2. Association

- a. The Association may process a grievance through all levels of the grievance procedure.
- b. The Association shall have the right to process class grievances which arise out of the same or similar incidents, events, or transactions and which affect more than one employee.
- c. Should a grievance affect aggrieved parties for more than one building, the aggrieved parties or the association may submit such grievances directly to the Superintendent or his/her
- d. appropriate assistant. In all other cases, grievances involving aggrieved parties in a single building, the grievance should be commenced at the first level of appeal.

3. Year-end Grievance

- a. If a grievance is filed which might not be finally resolved under the time limits set forth herein prior to the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be concluded prior to the end of the school year, or as soon thereafter as is practicable. If the grievance procedure is not concluded prior to the end of the school year after a good faith attempt, the procedure shall continue with-out interruption until the grievance is resolved.

1. Grievance Procedure Levels

1. Level I

Any aggrieved party who has a grievance shall discuss it first with the building principal or immediate supervisor, in an attempt to resolve the matter informally at that level.

2. Level II

If as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved party, within five (5) school days, the grievance shall be set forth in writing to the principal, specifying the nature of the grievance and the desired remedy. The principal shall communicate the decision to the aggrieved party and the Association within five (5) days of receipt of the written grievance.

3. Level III

The aggrieved party, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent or appropriate designee. The appeal to the Superintendent must be in writing reciting the matter submitted to the Principal as specified in Level II. Within ten (10) school days after such written grievance is filed, the aggrieved party and the Superintendent or the superintendent's designee shall meet to resolve the grievance. Within fifteen (15) school days of receipt of the grievance, the Superintendent or the designee shall file an answer and communicate it in writing to the aggrieved party, the Association, and the Principal.

4. Level IV

If the grievance is not resolved satisfactorily by the decision of the Superintendent, the Association may submit, in writing, the request on behalf of the Association and the aggrieved party to the Superintendent within ten (10) days from the receipt of the Superintendent's decision to enter into impartial arbitration.

5. Level V

The following procedure will be used to secure the services of an arbitrator:

- a. A joint request will be made to PERB to submit a roster of seven persons qualified to function as an arbitrator in the dispute in question.
- b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request PERB to submit a second roster of seven names.
- c. If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second list, the parties will determine by lot, which shall have the right to strike from said second list, a name, which shall be done within two (2) school days; thereafter, the other party shall have one (1) school day to strike one of the remaining names and thereafter, each of the two parties will alternately strike one (1) name at a time from said second list until only one (1) name shall remain, each of which strikes shall be taken within one school day following exercise of strike by the other party. The final remaining name shall be the arbitrator.

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- d. The arbitrator shall be limited to the issues submitted and shall consider nothing else. Nothing can be added to, nor subtracted from, the Agreement between the parties or any policy of the School Board. The decision of the arbitrator shall be final and binding upon both parties. Only the Board and the aggrieved and the aggrieved's representatives shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

D. Rights of the Teacher to Representation

- a. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the Association.
- b. When a teacher is not represented by the Association in the processing of a grievance, the Association shall receive a copy of the Principal's written decision made in response to a written grievance at Level II, and thereafter have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.
- c. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting an appeal with respect to the personal grievances.

E. Responsibility for Costs

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The parties shall be responsible for all costs incurred by each, and the fees, expenses, and administrative costs, if any, of the arbitrator and Public Employee Relations Board shall be shared by each party paying one-half.

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ARTICLE III

DUES AND PAYROLL DEDUCTIONS

- A. Employees may request to have annuities, savings bonds, ISEA savings or their association dues deducted from their regular pay checks.
- B. Dues will be requested on forms provided by the Board Secretary and must be filed in the Secretary's office within one week after the first day of inservice of the new school year. The forms for Association dues will be distributed by the Association Secretary.
- C. Association dues deducted will be paid to the treasurer of the association monthly.
- D. All deductions will be made in 24 equal semi-monthly installments, with the exception of professional dues, which will be made in 18 installments.
- E. Any bookkeeping for the association other than that needed by the Board Secretary for board purposes will be paid for by the association.
- F. The above deductions can be cancelled by the employee if 30 days written notice is given to the Board.
- G. The association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for deductions.

ARTICLE IV

LEAVES

A. Sick Leave

1. All full-time employees and proportionate part-time employees covered by this agreement shall receive the equivalent, as of the first day of school, of 15 days sick leave. This leave is accumulative up to 120 days.
2. Employees who are ill are not expected to perform their duties and will be paid in accordance with the sick leave regulations when a teacher's absence is found to have been due to illness, which prevented his/her attendance at school.
3. An illness of more than five consecutive working days duration will require evidence of a medical doctor of the illness and ability to return to work and receive sick leave benefits.
4. Up to seven (7) days, per year, of accumulated sick leave can be used in the event of illness or injury in the immediate family. This type of sick leave would require a doctor's certification for anything over two (2) consecutive days of these days. After the 5th day is used, available personal days shall be used first, before additional sick leave days will be granted with a written doctor's explanation of the need for the employee to be absent from work. The term "immediate family" shall be spouse (significant other), mother, father, children, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparents or grandchildren.
5. Up to fifteen (15) days of accumulated sick leave can be used in the event of an adoption by an employee.

B. Sick Leave Pool

The 120 day sick leave pool will be used in the following manner:

An employee can use up to one-fourth of the number of days in the pool at the time they need them. They will be paid back at the minimum rate of seven days a year until the full amount is paid.

An employee owing the pool and leaving the system before the first working day of the next school year shall be liable to the Board for the amount owed the pool at the rate of the maximum substitute teacher daily rate. Medically disabled employees not returning to work are excluded from the pay back. Teachers retiring after age 62 will not be required to replace days drawn from the pool.

Employees must request in writing to the association and Board that they wish to apply for pool benefits. At this time, they will sign a note for the amount they are to receive, with the Board as payee.

C. Sick Leave Exception

If an employee qualified for disability insurance benefits, the sick leave in sections A and B will not be used.

D. Bereavement Leave

Up to 5 days of leave shall be granted in the event of death of an employee's spouse (significant other), child, parent, son-in-law, or daughter-in-law.

Up to 3 days of leave shall be granted in the event of death of an employee's mother-in-law, father-in-law, brother or sister.

Up to 2 days leave shall be granted in the event of death of an employee's brother-in-law, sister-in-law, grandparents or grandchild.

1 Floating Day may be used each year for bereavement at the discretion of the employee. Increments of this leave may occur in $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$, full day.

E. Personal Leave

Up to two (2) days leave, with an accumulation up to four (4) days, shall be granted for personal business. This leave must be requested by the employee one week in advance, and two weeks in advance if the request is for leave before or after a scheduled vacation. Time may be taken a minimum of one-fourth days. Personal leaves will be approved pending the availability of substitutes by the administration.

F. Emergency Leave

Principals upon request of an employee shall grant emergency leave. This leave is for the time requested and without pay. Employees may file a request with the superintendent that they be paid for these days. This leave may be deducted from another appropriate leave. This written request must be filed within ten days of the absence, and the decision of the superintendent is final. In making deductions for days absent, or in granting discretionary pay, $\frac{1}{186}$ th of the annual salary shall be deducted, or allowed, for each day or fraction thereof that the teacher is absent.

Employees requesting payment shall provide the reason for the emergency request. As used in this section, emergency shall be defined as a state of condition resulting from an extraordinary interruption of a person's affairs of such nature that prior planning, experience or prudent care cannot reasonably be foreseen or prevented and which requires immediate attention. Serious illness or injury of a member of the immediate family may be included in this definition.

G. Professional Leave

Leave of one day will be granted by the Board for the purpose of improvement of instruction. The employee and principal will jointly coordinate this day so that it best fits the operation and needs of the school district. Additional days may be granted at the discretion of the building principal.

A committee composed of the Principals, Athletic Director, coaches and sponsors studied the professional needs, develop criteria for consistency in permitting professional development opportunities for coaches and sponsors.

The following Professional Development Guidelines have been established: (August 21, 2002)

These guidelines are designed to provide criteria that promote consistency in providing staff development opportunities for Activity Sponsors and Coaches. These guidelines do not replace any staff development scheduled or approved for duties other than sponsoring or coaching.

Principals and the Athletic Director will use the guidelines for any staff member considered to be an activity sponsor or coach according to the Master Contract Agreement. The Principal may limit the number of sponsors and/or coaches, as they deem necessary.

1. One professional day per year individual sponsor or coach.
2. \$100.00 maximum expenses per individual per year beginning each August.
Example: Lodging, clinic fees, room, meals expense.
3. School vehicles may be used for transportation. No mileage will be paid for personal vehicles.
4. The school district will pay approved membership fees to associations for head coaches and assistant coaches as deemed necessary by the Principal and Athletic Director.

H. Leave of Absence

Leave may be granted for up to one year for the purpose of graduate school in the employee's present area of teaching; pregnancy; family illness; state or national elected office. This leave may be granted by the Superintendent and a letter must be filed with the Superintendent requesting such. This letter is to contain the purpose and dates.

Employment will be terminated when an employee has not returned to work and has not turned in a resignation at the date of the end of the request. Employees on leave will be given contracts at the same time as other employees and are bound by the same dates for signing of them. If granted, such leave of absence shall be without pay.

I. Jury and Legal Leave

Any employee called for jury duty during school hours or who is subpoenaed to appear in any judicial or administrative proceeding shall be provided paid leave, conditioned upon the employee remitting to the Board Secretary any fees for such attendance.

ARTICLE V
EMPLOYEE HOURS

A. Work Year

The work year will consist of 186 days, 187 days for new employees, of which five (5) will be staff development days as defined in the Iowa Code. Part time employees will be compensated at full day or appropriate pro rata. Teachers will have input into designing the staff development days.

B. Work Day

1. Employees shall be required to work a basic 8-hour day. The starting time of this day may vary from building to building, as determined by the Principal.
2. On Fridays or on days preceding scheduled holidays or vacations, the employee may leave at the close of the student's day. With special permission from the Principal, employees may leave earlier than 4:00 P.M. Employees may leave the building during their scheduled lunch/break times by notifying the building principal's office. This time will not be deducted from leave time.
3. Employees may be required to be in attendance outside the regular workday without additional compensation, for the purpose of attending faculty or other professional meetings. Meetings shall not be called after school on Friday or the day immediately preceding any scheduled holiday, vacation, or other day upon which teacher attendance is not required.
4. The notice of any meeting shall be given to the employees involved at least two (2) days prior to meetings, except in an emergency. Employees will be encouraged to suggest items for the agenda.

C. Extra Duty Assignments

Employees will be assigned to no more than two (2) extra-duty assignments for events such as: supervision of evening events, ticket taking, and pep bus supervision. Teacher assignments will not be required during scheduled vacations or holidays.

D. Lunch Periods

Every employee will receive 20 minutes duty-free lunch.

E. Preparation Periods

Classroom employees shall, in addition to their lunch period, have 150 minutes of preparation time per week scheduled during the student day during which they shall not be assigned any other duties.

ARTICLE VI
HEALTH

All new employees are required to provide evidence by a medical doctor of physical fitness to perform duties assigned and freedom from communicable disease. Forms for examination will be furnished by the School District. New employees must pay for their first physical.

Physical examinations shall be required of all school personnel every three years. The district will pay for all cost of such physical which must include: urine and negative T.B. skin test at the physician's office designated by the district. If the employee wishes to have the same physical at another physician's office, the school district will reimburse the employee an amount not to exceed the fee charged by the district's physician.

The Board may require a subsequent examination, when in its judgment such an examination is relevant to the employee's performance or status. This physical shall be paid for in full by the District. Regular physical examination shall be taken starting January 1, and submitted to the Superintendent by August 1.

ARTICLE VII
SAFETY

Employees shall report to their immediate supervisors any health or safety items that need attention. They may request this in writing.

Building Principal will keep the employee informed of the progress of the improvement or change.

ARTICLE VIII
EMPLOYEE EVALUATION PROCEDURE

- A. Within four weeks after the starting of classes each year, all employees will be notified of the standards and criterion, the district adopted descriptors, and the procedures and instruments to be used in evaluating their performance, including the intensive assistance plan. Evaluation procedures shall be consistent between evaluators within the school district. The evaluation instrument will include any mandates from the State Of Iowa.
- B. Probationary teachers (as delineated in Section 279 of the Iowa Code) in the system will be formally evaluated a minimum of two (2) times between the 5th week of school and March 1 of each year. By May 15th, evaluators will have completed the Comprehensive Evaluation and arranged to meet with the teacher to discuss the evaluation. Career teachers will be formally evaluated using the district's Comprehensive Evaluation a minimum once every three years.
- C. During each school year in an individual career development plan, the career teacher shall submit an individual or group career development plan by September 15. The evaluator shall meet with the teacher to review the plan, jointly modify the plan as needed, and approve the plan within 10 school days of its submission. Modification of the plan can be made at any time with mutual agreement between the teacher and evaluator, and with approval of the Superintendent of Schools. The annual review of the individual career development plan shall occur prior to May 15th.
- D. All formal evaluations shall be conducted openly with the full knowledge of the employee. More than one certified evaluator may conduct formal evaluations as deemed appropriate by the Superintendent.
- E. During each school year involving a formal observation, the evaluator and employee shall meet for a pre-conference, formal observation, and post-observation conference. The formal evaluation shall be in writing, and a conference will be held concerning each of these written evaluations. The post-observation conference shall be held within five (5) school days from the date of the formal observation between the employee and the evaluator. As part of this post-conference, the evaluator shall identify the standards and criteria in which the teacher has demonstrated competence during this formal observation process including data and informal observations.
- F. The evaluator and the employee shall sign the evaluation indicating awareness of the evaluation contents. The employee shall have the right to comment in writing on the evaluation form concerning the evaluation as written by the evaluator. The teacher's response will be submitted within 15 school days of the formal evaluation. Both the evaluator and the employee will receive copies of the evaluation and employee comments.
- G. The teacher and evaluator shall identify the teacher's current status in meeting the Iowa Teaching Standards by April 1. If the teacher is not meeting the Iowa Teaching Standards, the evaluator and teacher may schedule and agree to meet as often as needed to discuss any additional artifacts/information/evidence that is needed in order to indicate the teacher meets all eight standards or may be recommended to implement the intensive assistance plan. A teacher will be notified in writing notifying him/her of placement in the Intensive Assistance Plan.
 - 1. The evaluation form will be included in the employee's personnel file. All material in the

personnel file is open to personal inspection by the employee. The employee will be permitted the opportunity to submit an explanation or other written statement regarding any material used for formal or informal evaluation for inclusion in his/her performance evaluation file.

2. College credentials and other employee initiated recommendations marked "Confidential" or "Closed" shall remain confidential and shall not be available for review by the employee.
3. In any proceeding in which the School District attempts to use past evaluations to justify adverse action taken against a teacher, including such adverse action as withholding of a step increase, suspension, termination, layoff, placement on probation, etc., the teacher or the exclusive bargaining representative may challenge the fairness and accuracy of such past evaluations.

All timelines as they pertain to filing a grievance are hereby waived in regard to challenging past evaluations once adverse action is taken by the School District. In the arbitration proceeding, the School District has the absolute burden of proof by a preponderance of the evidence to prove the fairness and accuracy of such past evaluations by the evaluator.

H. Informal observations by a Certified Evaluator may occur at any time. If an informal observation is formally documented, the employee shall be notified in writing within three school days. Within one week from the formally documented observation, the teacher may schedule a conference so that the employee will have the opportunity to submit an explanation, other written statements, or other supportive evidence in response to the formally documented observation.

I. Mentoring program to be mutually agreed upon by Association and Board.

ARTICLE IX

REDUCTION OR REALIGNMENT OF STAFF

A. Notification of Staff Reduction

When in the exclusive judgment of the board, a reduction of staff, becomes necessary, the board or its designated representative shall notify the Association President, in writing, that staff reduction procedures are being considered.

B. Coverage

All employees under this Agreement are covered in this Section.

C. Reduction Procedures

Step 1. The Board shall attempt to accomplish staff reduction through normal attrition.

Step 2. Employees with emergency, temporary certification in the curricular or subject area affected will be laid off first.

Step 3. Fully certified employees properly endorsed by the State of Iowa in the curricular or subject area affected and with least seniority in the school district shall be laid off next, subject to the following provisions.

Step 4. If choice must be made between two or more teachers of equal seniority, skill, ability or competence, then qualifications to do the available work will be the criteria used by the Superintendent to determine which employee shall be laid off next.

D. Definitions

1. "Skill, ability, competence, and qualifications" shall mean, among other things, but not limited to, a teacher who, in addition to the state certificate, has a major in the subject matter field taught, and has successfully had teaching experience in the subject matter while in the school district.
2. "Curricular or subject area" shall mean teachers in the following categories:
 - (a) Elementary - art, music, physical education, librarian, counselor, remedial reading, special education, and general classroom teachers in grades K-4.
 - (b) Elementary - art, music, physical education, librarian, counselor, remedial reading, special education, and general classroom teachers in grades 5-6.
 - (c) Junior High - art, business education, counselor, family and consumer sciences, industrial arts, English, librarian, mathematics, physical education, science, social studies, special education, and music in grades 7-8.
 - (d) High School - art, business education, counselor, foreign language, family and consumer sciences, industrial arts, English, librarian, mathematics, physical education, science, social studies, special education, vocational agriculture, and music in grades 9-12.

3. "Seniority" is defined as continuous service in curricular or subject areas within the District from the first day of employment.

E. Notification

Any layoff shall be effective no later than the close of the school year, or at such earlier time as mutually agreed between the teacher and the Board of Education. Teachers shall receive written notice by April 20 of the school year prior to the commencement of said layoff with reasons therefor.

F. Additional Assignments

In a staff reduction which involves an employee who is also working in any extra or co-curricular program, seniority shall govern the reduction and recall of the employees involved, provided the employees in question are qualified to fill job vacancies that are caused by the reduction or provided the extra or co-curricular assignment can be filled by existing staff. If not, the less senior employee performing the job may be withheld or recalled out of seniority order.

G. Other Employment

Any teacher laid off may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under that law for such compensation and such layoff will not result in a loss of credit for years of service in the district earned prior to the layoff.

H. Termination

Seniority and the employment relationship shall be broken and terminated if an employee: (a) resigns; (b) is discharged for just cause; (c) is laid off and fails to report to work within ten (10) days after having been recalled; (d) is absent from work for any reason for a period of twenty-four months, or a period of time equal to his/her seniority whichever is shorter; (e) fails to report to work at the termination of a leave of absence; (f) retires.

I. Appeal

Any allegation that there has been a violation of the procedures of this clause may be processed through the grievance procedure set forth in Article II of the Agreement, however, the right of the Board to determine the criterion or the need to invoke the procedures used herein shall not be grievable.

J. Recall Rights

Any employee laid off pursuant to the policy shall have recall rights for a period of two years to any position in which the employee taught or was certificated at the time of layoff. The order of reinstatement shall be in inverse order in which the employees were notified of the layoff. An employee recalled to less than an equivalent paying position which, among other things, involves a decrease in total compensation, shall retain recall rights for the entire two years of the original layoff as set forth in this Article.

K. Recall Notification

A teacher shall file his/her name and address with the School District to which any notice of reinstatement or availability of positions shall be mailed. Failure of a notice to reach a teacher shall not be the responsibility of the school district if the notice has been mailed to the address on file. If a position becomes available for which an employee qualifies under paragraph J hereinabove, the school district shall mail the notice to such teacher, who shall have ten (10) days from the date of such notice to accept the re-employment. Failure to reply in writing within such ten (10) days period shall constitute waiver on the part of the teacher to any further recall or employment.

ARTICLE X

TRANSFERS

A. Voluntary Transfer Request

1. Definition

The written statement by an employee to move to a different position shall be considered as a voluntary request for transfer. An employee may request a transfer to a non-equivalent position, which may involve a change in compensation.

2. Notification

Employees who desire to transfer to another position shall file a written statement of such desire with the Superintendent. Such requests for transfer shall be submitted and shall identify the position for which the employee desires to be transferred in order of preference.

3. Determination

The Superintendent will give consideration to all transfer requests, which in his/her professional judgment are in the best interests of the District. The employee desiring a transfer may request a conference with the Superintendent to discuss the same after the written request has been submitted. The decision or determination of transfer, however, shall be in the sole and exclusive discretion of the Superintendent.

B. Involuntary Transfer Notice

1. Definition

The transfer of an employee to a different position by the administration shall be considered an involuntary transfer.

2. Notification

Notification of an involuntary transfer shall be in writing thirty days prior to the transfer. (Exception - enrollment decline at the beginning of semester which results in dropped classes or class sections.

ARTICLE XI

WAGES AND FRINGE BENEFITS

A. Salary Schedule

2005-2006	St. Ansgar Community Schools Salary Schedule					
Years.Exp.	BA	BA+15	BA+30	MA	MA+15	MA+30
0-2	\$31,393	\$32,578	\$34,595	\$35,340	\$36,441	\$37,545
3-5	\$33,137	\$34,421	\$36,475	\$37,280	\$38,463	\$39,646
6-10	\$36,048	\$37,491	\$39,612	\$40,512	\$41,800	\$43,085
11-15	\$37,210	\$39,334	\$42,769	\$43,747	\$45,447	\$47,147
16-		\$41,794	\$44,546	\$45,492	\$47,193	\$48,892

1. The above salary schedule will be in effect starting the 2005-2006 school year and will be used for the basis of salaries for that year's extra assignments and the following summer's extended contracts.
2. Credit will be given for each full year of classroom teaching experience in a state accredited school (to be checked by the superintendent) a teacher has had the preceding ten (10) years before beginning or returning to employment in the St. Ansgar Community School District.
3. Teachers will advance laterally on the salary schedule with additional graduate semester hours or comparable renewal credits over and above those required for licensure (beginning September 1, 2005). These hours must be in the area in which they are presently teaching, or in an area they have been requested to teach by the District, or required towards a filed advanced degree in their area of present teaching.
4. An employee must notify the superintendent at the signing of a new contract of any intentions to be advanced laterally on the salary schedule the following school year. All filing and adjustments must be made before the first paycheck on a new contract. The school district will provide the Notification of Probable Contract Amendment form to be submitted by the teacher.
5. A \$1,500.00 stipend will be given any teacher who obtains an MA in his/her curricular field while employed by the St. Ansgar Community School District.
6. A \$2,000.00 stipend will be given to any teacher who obtains a MA+45. These stipends may not exceed more than \$6,000 in any one fiscal year (3 awards maximum yearly). The stipend will be awarded according to the date the Notification of Probable Contract Amendment is received and approved in the Superintendent's Office. The three submitted earliest will be awarded the stipend. If more than three have applied, the remaining will begin the next year's awards.
7. A \$750.00 stipend will be awarded to any teacher who obtains a BA+45(see #3). These stipends may not exceed more than \$7,500.00 in any one fiscal year. The stipend will be awarded according to the date the Notification of Probable Contract Amendment is received and approved in the Superintendent's Office.

according to the date the Notification of Probable Contract Amendment is received and approved in the Superintendent's Office.

B. Supplemental Pay - Salary Schedule

Head Coach Volleyball, Girls)	9.5% of BA level	Football, Basketball, Wrestling, Track, Baseball, Softball, Cross Country(Both Boys &
Assistant Coach Volleyball,	7% of BA level	Football, Basketball, Wrestling, Track, Baseball, Softball
Golf Coach	9.5% of BA level	Split (Boys & Girls)
Jr. High Head Coach Volleyball,	6% of BA level	Football, Basketball, Wrestling, Track
Jr. High Assistant Coach	4% of BA level	Football, Basketball, Wrestling, Track
Athletic Director	9.5% of BA level	
High School Instrumental	9.5% of BA level	
Middle School Instrumental	4.5% of BA level	
High School Vocal	9.5% of BA level	
Middle School Vocal	4.5% of BA level	
Elementary Vocal	1% of BA level	
Play Director (2 plays)	7.5% of BA level	
Ass't Play Director (2 plays)	3.5% of BA level	
Speech Director	7% of BA level	
Annual Advisor	7% of BA level	
Newspaper (per semester)	3% of BA level	
H.S. Cheerleader & Pom/Pom Advisor	5% of BA level	
J.H. Cheerleader Advisor	1% of BA level	
Director of Driver Education	2.5% of BA level	
Driver Education (per student)	.4% of BA level	
FCCLA Advisor	3% of BA level	
FFA Advisor	4% of BA level	
HS and MS Student Council Advisor	1% of BA level	

For the school year 2005-2006 the supplemental pay schedule will be paid up to 10 years experience, figured on the BA lane.

C. Extra Pay

1. Extended Pay. These are payments that are an extension of the basic teaching contract and where the teacher is being hired for summer work.

These contracts will be on a per diem basis of 1/186th of the employee's basic salary schedule for each day worked. The Board will offer and approve these on an individual and yearly basis.

D. Procedures of Payment

Employees will be paid 24 installments on or about the 10th and 25th of each month. Summer checks will be sent to the employee at the address on file with the Board.

E. Insurance Benefits

1. Health and Major Medical

- a. The district will pay all but **(\$4,080.00)** per year (**\$340.00** per month) toward the target plan for 2005-2006 toward each full-time employee's health and major medical insurance premium, providing comparable as that provided in 2004-2005, with the insurance carrier selected by the Board of Education and provided the employee meets all qualifications and insurability as set forth by the insurance carrier.

The deductibles for coverage during the 2005-2006 year will be \$750 for a single and \$1500 for a family and will be the starting point for the 2004-2005 year.

- b. For employees with single insurance, the District will pay the first \$750 of the deductible for covered expenses.
- c. For employees with family insurance where both are employed by the District and both meet all qualifications and insurability as set forth by the carrier, the District shall pay the full cost of one family policy and will pay the first \$1500 deductible for covered expenses.
- d. Employees not receiving the Board's full contribution toward family insurance will receive a \$60 per month cash benefit. All current employees receiving the benefit as of 3-14-01 would be "grandfathered" in and would continue to receive the benefit. New hires or current employees changing status would not be eligible.
- d. Part-time employees, employed half-time or more, will receive insurance benefits. (paragraphs a - d) proportional to their Full Time Equivalency (FTE).

2. Disability Insurance

Disability insurance will be provided for employees who work 20 hours or more a week, provided insurability criteria as determined by the Insurance carrier are met.

F. Educational Excellence Program

1. Phase I - Funds are to be used to raise qualifying employees to the State of Iowa minimum of \$23,000 level according to FTE. Excess funds are to be incorporated into Phase II funds.
2. Phase II - Funds are to be distributed equally to all qualifying employees according to FTE. Payments to be made quarterly.

ARTICLE XII

GENERAL CONDITIONS

1. The Association shall have the right to hold a reasonable number of meetings on school district property after regular school hours, provided such meetings in no way interfere with any aspect of the instructional program. Any out-of-pocket expenses to the District resulting from such meetings will be borne by the Association. As appropriate, given school district policy, such meetings will be scheduled with the district office or local school.
2. The Association shall be provided with bulletin board space in each school. Only authorized representatives of the Association will use bulletin boards for Association announcements and material posted will relate only to the Association's official business as negotiating agent of the teaching staff. All material placed on such bulletin boards must be approved by the Superintendent or a designee.
3. The Association will have the right to use faculty mailboxes for a reasonable volume of appropriate announcements relating to the conduct of the negotiating agent's business on behalf of the members of the negotiating unit. All material so disseminated through school channels must be approved by the Superintendent, or the Superintendent's designee.
4. Inservice Committee. An inservice committee with teacher representation shall be established for the purpose of making recommendations to the administration on the structure and content of the district's inservice training programs for teachers.
5. Two days paid leave shall be granted the association's two designees for the purpose of attending the ISEA delegate assembly. The school board shall pay for the substitute for two days.
6. Paid leave shall be granted the association's two designees for the purpose of representing the association at administrative and judicial proceedings.

ARTICLE XIII

FINALITY AND EFFECT OF AGREEMENT

Section 1. This Agreement supersedes and cancels all previous agreements and practices between the School District and the Association or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

Section 2. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or not referred to in this Agreement or respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XIV

COMPLIANCE CLAUSE

A. Separability

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect, while the Board and Association enter into negotiations to replace said illegal article, section or clause.

B. Printing Agreement

The expense of printing this agreement will be shared equally by the Board and Association.

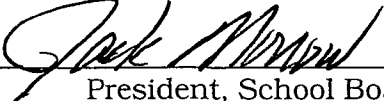
C. Notices

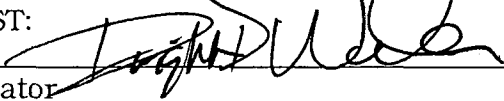
Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

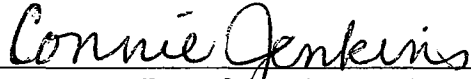
(1) If by Association, to Board at St. Ansgar Community School, St. Ansgar, Iowa 50472.

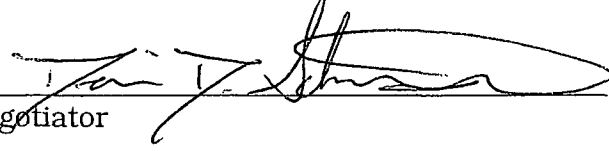
This agreement shall become effective July 1, 2005, and shall continue through June 30, 2008, except for Article XI-Wages and Fringe Benefits which shall be effective July 1, 2005 and shall continue through June 30, 2006. If mutual written consent is first obtained collective bargaining processes may be utilized to amend this agreement during its stated term. Any article effected by any state mandate for school improvement, school calendar, or compensation shall be discussed and reviewed and negotiated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective president as attested by the respective negotiators, and their signatures placed thereon, all on the DATE TO BE ADDED.


President, School Board
Date August 19, 2005

ATTEST: 
Negotiator
Date August 19, 2005


President, Association
Date August 19, 2005


Negotiator
Date August 19, 2005

APPENDIX

Performance Evaluation Flow Chart

Purpose: The purpose of this chart is to assist the Teacher and Evaluator during the annual performance evaluation process utilizing a three-year cycle and the Iowa Teaching Standards.

<u>Month</u>	<u>Performance Evaluation Process</u>
--------------	---------------------------------------

August 24, 2005 (A.) **Within four weeks after the starting of classes each year**, all employees will be notified of the standards and criterion, the district adopted descriptors, and the procedures and instruments to be used in evaluating their performance, including the intensive assistance plan. Evaluation procedures shall be consistent between evaluators within the school district. The evaluation instrument will include any mandates from the State of Iowa.

(C.) During each school year involving a formal observation, the evaluator and employee shall meet for a pre-conference, formal observation, and post-observation conference. The formal evaluation shall be in writing, and a conference will be held concerning each of these written evaluations. The post-observation conference shall be held within five (5) school days from the date of the formal observation between the employee and the evaluator. As part of this post-conference, the evaluator shall identify the standards and criteria in which the teacher has demonstrated competence during this formal observation process including data and informal observations.

September (C.) During each school year in an individual career development plan, the career teacher shall submit an individual or group career development plan **by September 15**. The evaluator shall meet with the teacher to review the plan, jointly modify the plan as needed, and approve the plan within 10 school days of its submission. Modification of the plan can be made at any time with mutual agreement between the teacher and evaluator, and with approval of the Superintendent of Schools.

October, November, December, January, February

March (B.) Probationary teachers (as delineated in Section 279 of the Iowa Code) in the system will be formally evaluated a minimum of two (2) times between the 5th week of school and **March 1 of each year**.

April (G.) The teacher and evaluator shall identify the teacher's current status in meeting the Iowa Teaching Standards **by April 1**.

May (C.) **By May 15th**, evaluators will have completed the Comprehensive Evaluation and arranged to meet with the teacher to discuss the evaluation. Career teachers will be formally evaluated using the district's Comprehensive Evaluation a minimum once every three years.

(C.) The annual review of the individual career development plan **shall occur prior to May 15th**.

June, July

(H.) ***August through June (last day of classes)**

Informal observations by a Certified Evaluator may occur at any time. If an informal observation is formally documented, the employee shall be notified in writing within three school days. Within one week from the formally documented observation, the teacher may schedule a conference so that the employee will have the opportunity to submit an explanation, other written statements, or other supportive evidence in response to the formally documented observation

**Career Teacher Performance Review
Formal Evaluation Year
Saint Ansgar Community School District**

Teacher: _____

Building: _____

Administrator: _____

Date: _____

Iowa Teaching Standard 1:

Demonstrates ability to enhance academic performance and support for implementation of the school district student achievement goals.

- a. Provides evidence of student learning to students, families, and staff.
- b. Implements strategies supporting student, building, and district goals.
- c. Uses student performance data as a guide for decision-making.
- d. Accepts and demonstrates responsibility for creating a classroom culture that supports the learning of every student.
- e. Creates an environment of mutual respect, rapport, and fairness.
- f. Participates in and contributes to a school culture that focuses on improved student learning.
- g. Communicates with students, families, colleagues, and communities effectively and accurately.

Staff member effectively meets all criteria within this standard: ☐

Staff member meets this standard with some areas of growth: ☐

(See Teacher Career Development Plan)

Staff member does not meet this standard: ☐

(See Teacher Career Development Plan)

Administrative comments:

Staff Member's comments and reflections:

Iowa Teaching Standard 2:

Demonstrates competence in content knowledge appropriate to the teaching position.

- a. Understands and uses key concepts, underlying themes, relationships, and different perspectives related to the content area.
- b. Uses knowledge of student development to make learning experiences in the content area meaningful and accessible for every student.
- c. Relates ideas and information within and across content areas.
- d. Understands and uses instructional strategies that are appropriate to the content area.

Staff member effectively meets all criteria within this standard: ☐

Staff member meets this standard with some areas of growth: ☐

(See Teacher Career Development Plan)

Staff member does not meet this standard: ☐

(See Teacher Career Development Plan)

Administrative comments:

Staff Member's comments and reflections:

Iowa Teaching Standard 3:

Demonstrates competence in planning and preparing for instruction.

- a. Utilizes student achievement data, local standards, and the district curriculum in planning for instruction.
- b. Sets and communicates high expectations for social, behavioral, and academic success of all students.
- c. Uses students' developmental needs, background, and interests in planning for instruction.
- d. Selects strategies to engage all students in learning.
- e. Uses available resources, including technologies, in the development and sequencing of instruction.

Staff member effectively meets all criteria within this standard: ☐

Staff member meets this standard with some areas of growth: ☐

(See Teacher Career Development Plan)

Staff member does not meet this standard: ☐

(See Teacher Career Development Plan)

Administrative comments:

Staff Member's comments and reflections:

Iowa Teaching Standard 4:

Uses strategies to deliver instruction that meet the multiple learning needs of students.

- a. Aligns classroom instruction with local standards and district curriculum.
- b. Uses research-based instructional strategies that address the full range of cognitive levels.
- c. Demonstrates flexibility and responsiveness in adjusting instruction to meet student needs.
- d. Engages students in varied experiences that meet diverse needs and promote social, emotional, and academic growth.
- e. Connects students' prior knowledge, life experiences, and interests in the instructional process.
- f. Uses available resources, including technologies, in the delivery of instruction.

Staff member effectively meets all criteria within this standard: ☐

Staff member meets this standard with some areas of growth: ☐

(See Teacher Career Development Plan)

Staff member does not meet this standard: ☐

(See Teacher Career Development Plan)

Administrative comments:

Staff Member's comments and reflections:

Iowa Teaching Standard 5:

Uses a variety of methods to monitor student learning.

- a. Aligns classroom assessment with instruction.
- b. Communicates assessment criteria and standards to all students and parents.
- c. Understands and uses the results of multiple assessments to guide planning and instruction.
- d. Guides students in goal setting and assessing their own learning.
- e. Provides substantive, timely, and constructive feedback to students and parents.
- f. Works with other staff and building and district leadership in analysis of student progress.

Staff member effectively meets all criteria within this standard: ☐

Staff member meets this standard with some areas of growth: ☐

(See Teacher Career Development Plan)

Staff member does not meet this standard: ☐

(See Teacher Career Development Plan)

Administrative comments:

Staff Member's comments and reflections:

Iowa Teaching Standard 6:

Demonstrates competence in classroom management.

- a. Creates a learning community that encourages positive social interaction, active engagement, and self-regulation for every student.
- b. Establishes, communicates, models, and maintains standards of responsible student behavior.
- c. Develops and implements classroom procedures and routines that support high expectations for learning.
- d. Uses instructional time effectively to maximize student achievement.
- e. Creates a safe and purposeful learning environment.

Staff member effectively meets all criteria within this standard: ☐

Staff member meets this standard with some areas of growth: ☐

(See Teacher Career Development Plan)

Staff member does not meet this standard: ☐

(See Teacher Career Development Plan)

Administrative comments:

Staff Member's comments and reflections:

Iowa Teaching Standard 7:

Engages in professional growth.

- a. Demonstrates habits and skills of continuous inquiry and learning.
- b. Works collaboratively to improve professional practice and student learning.
- c. Applies research, knowledge, and skills from professional development opportunities to improve practice.
- d. Establishes and implements professional development plans based upon the teacher needs aligned to the Iowa Teaching Standards and district/building student achievement goals.

Staff member effectively meets all criteria within this standard: ☐

Staff member meets this standard with some areas of growth: ☐

(See Teacher Career Development Plan)

Staff member does not meet this standard: ☐

(See Teacher Career Development Plan)

Administrative comments:

Staff Member's comments and reflections:

)

Iowa Teaching Standard 8:

Fulfills professional responsibilities established by the school district.

- a. Adheres to board policies, district procedures, and contractual obligations.
- b. Demonstrates professional and ethical conduct as defined by state law and individual district policy.
- c. Contributes to efforts to achieve district and building goals.
- d. Demonstrates an understanding of and respect for all learners and staff.
- e. Collaborates with students, families, colleagues, and communities to enhance student learning.
- f. Demonstrates the districts commitment to, and belief in Restitution and Control Theory.

Staff member effectively meets all criteria within this standard: ☐

Staff member meets this standard with some areas of growth: ☐

(See Teacher Career Development Plan)

Staff member does not meet this standard: ☐

(See Teacher Career Development Plan)

Administrative comments:

Staff Member's comments and reflections:

Staff member is meeting the expectations of the Iowa Teaching Standards and the Saint Ansgar Community School District:

YES _____ NO _____

If NO, the staff member will be moved into an Assistance Plan.

Administrator's Signature: _____ Date: _____

*Staff Member's Signature: _____ Date: _____

*By signing this Performance Review, the staff member is indicating that they have received a copy of this document.

St. Ansgar CSD Career Development Plan

Teacher: _____

Building: _____

Administrator: _____

Date: _____

Goal:

Teaching Standard:

Criterion:

Rationale: How will this goal improve your curriculum/classroom instruction throughout the school year?

Action Plan: How do you plan to accomplish this goal? (Be specific)

When will the goal be completed?

How will you know that you have been successful in achieving your goal?

What can I do to help you reach this goal?

Teacher Signature

Date

Principal Signature

Date

Saint Ansgar Community School District Intensive Assistance Plan

Intensive Assistance Plan

The purpose of the Intensive Assistance is to provide a structured process for a Career Teacher who needs additional assistance and support to maintain an acceptable level of performance, as identified in the Iowa Teaching Standards and Criteria. It is used when a teacher's future employment with the St. Ansgar Community Schools is being scrutinized and a potential termination of contract could result. The process is initiated in writing with all the requirements of due process met.

Intensive assistance has two levels: Awareness Phase and Assistance Phase.

Awareness Phase

In the awareness phase, the principal identifies a problem(s) relating to the Teaching Standards and Criteria (Standards 1-7) that is a characteristic of the teacher's performance.

The principal shall contact the teacher in writing, make him/her aware of the problem, collaboratively develop and implement a plan to resolve the problem, and schedule a time (not to exceed three (3) school months) to discuss resolution. The Superintendent of School's will be notified in writing (receive signed copies of all Awareness Phase documentation).

The teacher may request another Career Teacher to serve as a mentor during the Awareness Phase. At the conclusion of the agreed upon time frame, the principal will review the progress and will make one of the following recommendations:

- a. The problem is resolved and the teacher is removed from the Awareness Phase.
- b. In the event the problem is not resolved, the teacher is notified in writing and placed into the assistance phase.
- c. Placement in the assistance phase would suspend the Career Development Plan for Career Teachers.

The Superintendent of School's will be notified in writing (receive signed copies of all Awareness Phase documentation).

Assistance Phase

After the final meeting of the Awareness Phase, a letter will be sent to the teacher to formally notify him/her of placement in the Assistance Phase. A copy is forwarded to the Superintendent's office and is placed in the personnel file.

A conference shall be held between the teacher and the principal to develop an Assistance Plan that must include a specific statement of problem(s) related to one or more of the Iowa Teaching Standards (Standards 1-7) as well as specific growth promoting goals that are measurable, action-oriented, and time-bound. At the conclusion of the agreed upon timeframe, the principal will review the progress and will make one of the following recommendations:

- a. The problem is resolved and the teacher is removed from the Intensive Assistance Plan.
- b. Progress is noted, the timeline is extended but may not exceed nine (9) school months and work continues in the assistance phase.
- c. The problem is not resolved, and progress is not noted. Action shall be taken by the district to move towards a recommendation for non-renewal of contract.

Nothing in this section precludes the District from initiating termination procedures at any time under Chapter 279 of Iowa Code for just cause.

**Saint Ansgar Community School District
Intensive Assistant Plan**

Identification of Concern – Awareness Phase

Teacher: _____ Date _____

Dates(s) of Informal Discussions:

Identification of Specific Concern(s) Related to the following Iowa Teaching Standards:

Information and Evidence Documenting the Specific Concern(s):

Actions to Be Taken

Timeline:

Expected Progress Indicators:

Expected Outcomes:

Next Meeting Date _____

Administrator Signature _____ Date _____

Teacher Signature* _____ Date _____

**Signature of the teacher does not indicate that the teacher agrees with the content of the review, only that they have received a copy.*

Cc: Superintendent of Schools

**Saint Ansgar Community School District
Intensive Assistant Plan**

Final Summary – Awareness Phase

Teacher: _____ Date: _____

Identification of Specific Concerns(s) Related to the Following Iowa Teaching Standards:

Administrative Recommendation(s):

- ☐ The problem is resolved and the teacher is recommended for removal from the Intensive Assistance Awareness Phase and continues to work as a Career Teacher.
- ☒ The problem is not resolved and the teacher is recommended for removal from Career Teacher and is placed in the Assistance Phase of Intensive Assistance.

Information and Evidence Documenting Administrative Recommendation:

Teacher Comments:

Administrator Signature: _____ Date: _____

Teacher Signature*: _____ Date: _____

**Signature of the teacher does not indicate that the teacher agrees with the content of the review, only that they have received a copy.*

Cc: Superintendent of Schools

**Saint Ansgar Community School District
Intensive Assistant Plan**

Plan of Assistance – Assistance Phase

Teacher: _____ Date _____

Specific Concern(s) Related to the Following Iowa Teaching Standards:

Plan (Methods/Strategies):

Proposed Timeline:

Indicators of Progress:

Resources/Support Needed:

Next Meeting Date:

Administrator Signature: _____ Date: _____

Teacher Signature*: _____ Date: _____

**Signature of the teacher does not indicate that the teacher agrees with the content of the review, only that they have received a copy.*

Cc: Superintendent of Schools

**Saint Ansgar Community School District
Intensive Assistant Plan**

Final Summary – Assistance Phase

Teacher: _____ Date _____

Information and Evidence Documenting Evaluator's Recommendation:

Evaluator's Recommendation:

- ☐ The problem is resolved and the teacher is recommended for removal from the Intensive Assistance Phase and returns to work as a Career Teacher.
- ☐ Progress is noted and the recommendation is to extend the timeline for the Intensive Assistance Phase.
- ☐ The problem is not resolved, progress is not noted. The recommendation is for non-removal of contract.

Administrator Signature: _____ Date: _____

Teacher Signature*: _____ Date: _____

**Signature of the teacher does not indicate that the teacher agrees with the content of the review, only that they have received a copy.*

Cc: Superintendent of Schools